

Company number: 5112997

PRIVATE COMPANY LIMITED BY SHARES

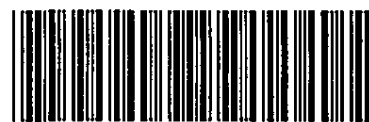
WRITTEN RESOLUTION

of

HLW 229 LIMITED ("Company")

CIRCULATION DATE: 27 January 2011

SATURDAY



A28 *AD6XBRE6* 151
05/02/2011
COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that Resolution 1 below is passed as a special resolution ("**Special Resolution**")

SPECIAL RESOLUTION

That, in accordance with section 697 of the Companies Act 2006, the proposed variation of the terms of the share purchase agreement dated 30 March 2010 between (1) Karen Hirst, and (2) the Company (as already amended in accordance with a deed of Variation dated 25 November 2010) pursuant to the terms of the deed of variation proposed to be entered into by Karen Hirst and the Company in the form attached to this written resolution and initialled for the purpose of identification be and is hereby approved


AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution

The undersigned, persons entitled to vote on the above Special Resolution on
27 January 2011 hereby irrevocably agree to the Special Resolution

Signed by **ROBERT DAVID VICTOR BROADBENT**


Date



27 January 2011

Signed by **AUDREY STANLEY**

Date



27 January 2011

NOTES

- 1 If you agree to the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to the Company Secretary, HLW 229 Limited, Whitley Hall Hotel, Whitley Hall, Elliott Lane, Grenoside, South Yorkshire S35 8NR
- **Post** returning the signed copy by post to Company Secretary, HLW 229 Limited, Whitley Hall Hotel, Whitley Hall, Elliott Lane, Grenoside, South Yorkshire S35 8NR

If you do not agree to the Special Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement
- 3 Unless, within 28 days of the circulation date, sufficient agreement has been received for the Special Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or during this date
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

DATED

2011

HLW

- (1) KAREN HIRST
- (2) HLW 229 LIMITED

**DEED OF VARIATION TO THE SHARE
PURCHASE AGREEMENT**



Commercial House
Commercial Street
Sheffield
S1 2AT

AZG

COMPANIES HOUSE

1	INTERPRETATION	2
2	VARIATION OF SHARE PURCHASE AGREEMENT	2
3	COUNTERPARTS	2
4	ENTIRE AGREEMENT	3
5	ASSIGNABILITY	3
6	CONTRACTS (RIGHTS OF THIRD PARTY) ACT 1999	3
7	GENERAL	3
SCHEDULE 1	VARIATIONS TO SHARE PURCHASE AGREEMENT	4

THIS AGREEMENT is made the

day of

2011

BETWEEN:

- (1) **KAREN HIRST** of 3C Huddersfield Road, New Mill, Holmfirth, West Yorkshire HD9 7JU (the "**Seller**"),
- (2) **HLW 229 LIMITED** (registered number 5112997) whose registered office is at Whitley Hall Hotel, Whitley Hall, Elliott Lane, Grenoside, Sheffield S35 8NR (the "**Company**")

WHEREAS

- A The parties hereto entered into a share purchase agreement (the "**Share Purchase Agreement**") dated 30 March 2010 (as amended pursuant to the terms of a deed of variation dated 25 November 2010)
- B The parties have agreed to vary the terms contained in the Share Purchase Agreement

1. INTERPRETATION:

Words and expressions defined in the Share Purchase Agreement have the same meaning in this Deed of Variation except where otherwise provided or unless there is something in the subject matter or context which is inconsistent with them

2. VARIATION OF SHARE PURCHASE AGREEMENT

The parties hereto agree that subject as hereinafter provided the terms of the Share Purchase Agreement shall be varied in the manner set out in the Schedule to this Deed of Variation such variations being deemed to take effect as from the date hereof

3. COUNTERPARTS

This Deed of Variation may be executed in any number of counterparts each in identical form all of which taken together constitutes one of the same document

4. ENTIRE AGREEMENT

This Deed of Variation and the Schedule to it shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to and shall supersede any previous agreement(s) between the parties in relation to the matters referred to in this Deed of Variation

5. ASSIGNABILITY

This Deed of Variation is personal to the parties and may not be assigned at law or in equity without the prior written consent of the other parties

6. CONTRACTS (RIGHTS OF THIRD PARTY) ACT 1999

A person who is not a party to this Deed of Variation has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Variation but this does not affect any right or remedy of a third party which exists or is available apart from that Act

7. GENERAL

7 1 The headings to this Deed of Variation are for convenience only and shall not affect the continuation thereof

7 2 This Deed of Variation shall be governed by and construed in accordance with the laws of England Any claims or disputes arising out of or in connection with this Deed of Variation or in connection with any alleged breach of this Deed of Variation shall be subject to the exclusive jurisdiction of the courts of England and Wales

IN WITNESS whereof the parties have executed this Deed of Variation as a deed the day and year first before written

Schedule 1 Variations to Share Purchase Agreement

The Share Purchase Agreement shall be amended as follows -

Delete clause 6.1 and replace with the following new clause 6.1

- 6.1 Completion of the purchase of the Third Shares is conditional on the Company having sufficient distributable reserves to fund the purchase in accordance with section 692 Companies Act 2006. Subject to the above condition being satisfied, the Third Completion shall be no later than 31 May 2011

EXECUTED AS A DEED by **KAREN**)
HIRST in the presence of)
)

Witness Signature

Name

Address

Occupation

EXECUTED AS A DEED by the above)
named **HLW 229 LIMITED** acting by,)
a director, in the)
presence of

Witness

Name

Address

Occupation